

BUILDING RESTRICTION AGREEMENT

THIS AGREEMENT MADE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

BETWEEN:

THE RESORT VILLAGE OF SHIELDS (the "Village")

AND:

\_\_\_\_\_ (the "Purchaser")

WHEREAS the Purchaser is purchasing the Lot described below which is located in a subdivision of The Resort Village of Shields, in the Province of Saskatchewan, more particularly described in Schedule "A" attached hereto, some parcels of which may already have been sold;

AND WHEREAS IT HAS BEEN considered desirable by the parties to provide for the uniform development of the said land by restricting the minimum size of dwellings, numbers of buildings erected, and the location of same on the said land, and for that purpose to provide in making sales of any of the said land that the same shall be sold subject to the said conditions and limitations;

AND WHEREAS the Purchaser has agreed to purchase Lot \_\_\_\_, Block \_\_\_\_, Plan No. \_\_\_\_\_(the "Lot") from the Village.

NOW THEREFORE, this Agreement witnesses as follows:

1. The Purchaser shall complete the building of a permanent or seasonal personal residence on the Lot within two (2) years of the possession date, failing which the Village may notify the Purchaser in writing that the Village is re-purchasing the Lot for the purchase price paid by the Purchaser (regardless of any additions or improvements made to the Lot by or on behalf of the Purchaser) less fifteen percent (15%) for legal and administrative costs. Upon receipt of such notice, the Purchaser shall immediately provide a registerable transfer of title for the Lot to the Village's solicitor which will allow the Lot to be transferred to the Village free and clear of all encumbrances, on the trust conditions that the Purchaser be paid the said sum. Any legal costs incurred by the Village in enforcing, or commencing to enforce this provision, shall immediately become due and owing by the Purchaser to the Village on a solicitor/client basis, and may be deducted from the sum to be paid by the Village to the Purchaser for the purchase or re-purchase of the Lot.

2. All of the said land including the Lot is held by the Village, and shall be held at all times in the future by them and their successors or assigns including, without limitation, the Purchaser, and all persons claiming under them, subject to the following conditions and restrictions, that is to say:

- a) No garage, shed, trailer, camper, motorhome, mobile home or recreational vehicle shall be used as a residence on the Lot, either temporarily or permanently;
- b) One and only one private dwelling house, to be occupied by one family only, shall be erected and standing on the Lot at any one time and each such dwelling house shall be of the following minimum sizes:
  - Bungalow - 1100 sq.ft.
  - Split Level (3 Levels developed) - 1400 sq.ft.
  - Two Storey - 1400 sq.ft.;
- c) Barbed-wire fencing shall not be permitted;
- d) No owner shall park, store or keep any vehicle, except wholly within the Lot, and any permanently or temporarily inoperable vehicle shall be stored only in enclosed garages or compounds. No owner shall park, store or keep on any property or road in the development, or upon any parking space except in a garage or compound where it would not be visible from any part of the development, any large commercial-type vehicle, such as, but not limited to, a dump truck, cement mixer, oil and gas truck, tractor-trailer or farm machinery. The above excludes any truck up to 3/4 ton used as usual transportation;
- e) No rubbish, trash or garbage, or other waste material shall be kept or permitted upon the Lot except in sanitary containers, screened and concealed from view, and no odour shall be permitted to rise therefrom so as to render the development or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Such containers shall not be exposed to the view of the neighbouring lots. No lumber, grass, shrubs or tree clippings, plant waste, metals, bulk materials, or scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Lot except within enclosed structures or suitably screened from view;
- f) No animals, insects, livestock, reptiles, poultry, cows, sheep, swine, ostriches, goats or other such animals shall be raised, bred or kept on the Lot save and except household pets. Household pets shall mean fish, caged birds, or no more than two (2) cats and two (2) dogs which pets shall not be permitted to run at large within the development;
- g) There shall not be installed or erected on the Lot, any dwelling house, garage or other out-building which shall have been previously occupied or used on any other parcel of land, without the prior written approval of the Village, upon application by the Purchaser to the Village including plans and pictures of the

- proposed building;
  - h) Any out-buildings on the Lot, including summer houses and hobby shops, shall be complementary to and in keeping with the style and character of the main dwelling house on the Lot;
  - i) In the R2 area, no structures will be placed within the required rear yard (twenty (20) foot set back) which are higher than two (2) feet;
  - j) Garages shall be accessible only from the front of the property, except corner lots maybe accessible from the side of the property;
  - k) Each lot will be serviced by one driveway containing a culvert with a minimum diameter of twelve (12) inches;
  - l) No unsightly buildings, advertising signs, bill boards, spite fences, fences exceeding six (6) feet in height or anything of an unsightly nature shall be erected on the Lot;
  - m) No buildings on the Lot shall be used for mercantile or commercial manufacturing purposes of any description;
  - n) The property shall be graded to the satisfaction of the Village;
  - o) The Village will not tolerate any personal property being located on the municipal reserve adjacent to the lots except for boat docks and boat lifts;
  - p) The municipal reserve adjacent to the lake must not be altered in anyway (grass may be mowed), and
  - q) The Purchaser shall be responsible for all damages to adjacent lands as a result of any construction or other activities on or near the Lot or other parts of the development. In particular, the Purchaser agrees to pay for all damages to the road, water system, shallow utility systems, survey pins, fences and other such items. If any damages exist at the date of this Agreement, such damages must be documented and brought to the attention of the Village in writing.
3. The Village covenants with the Purchaser to observe the said conditions and limitations as the same apply to the several lots on the lands owned by the Village and described in the attached Schedule "A". In order to provide security to ensure strict compliance with these conditions, the Village shall have a lien against the Purchaser's title to the Lot and shall be entitled to register a caveat against the title to the Lot for the amount of any damages resulting from the Purchaser's failure to observe any of the said conditions and limitations.
4. The right is granted by the Village to the Purchaser to enforce the said conditions and limitations in respect of every one of the said lots as against the owners thereof from time to time, the intention being to create these conditions and limitations for the benefit of all of the owners of the said lots from time to time.

5. The covenants in this instrument contained on the part of the Village and the Purchaser and all the said conditions and limitations and all rights and conditions created hereunder, are expressly declared to be perpetual and to be covenants and conditions running with the land, and all covenants on the part of the Village and the Purchaser shall enure to the benefit of their successors, heirs, executors, administrators and assigns.
  
6. The liability for breach of any of the covenants herein contained on the part of the Village shall be borne by the owner(s) of the lot(s) on which any breach occurs, at the time such breach occurs. The Village shall have no obligation to enforce any of the conditions herein contained but the said obligations may be enforced by any other lot owner(s).
  
7. The rights under this Agreement shall accrue as often as any of the said conditions are broken, and under no circumstances shall any condonations, waiver or release of any breach of any of the said conditions, be pleaded as a defence or estoppel in any action to enforce any right under this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

THE RESORT VILLAGE OF SHIELDS

(Seal)

Per:

Per:

SIGNED, SEALED AND DELIVERED  
in the presence of:

\_\_\_\_\_

)  
)  
) Purchaser  
)  
)  
) Purchaser